

**Schedule 17**

**Monitoring and Reporting**

## Schedule 17

### Monitoring and Reporting

#### 1 Definitions

In each part of this Schedule 17 the following expressions (in addition to those specified in Schedule 1 (Definitions, Interpretation and Construction)) shall, save where the context or the express provisions of this Contract otherwise requires or admits, have the following meanings:

**Monitoring Meeting** shall have the meaning given to it in paragraph 6.2 of this Schedule 17

**Monitoring Report** shall have the meaning given to it in paragraph 6.1 of this Schedule 17

**Project Meeting** shall have the meaning given to it in paragraph 5.2 of this Schedule 17

**Project Report** shall have the meaning given to it in paragraph 5.1 of this Schedule 17

**Service Provider Representative** means ♦ or such other person as the Service Provider shall from time to time appoint and notify to the Authority

#### 2 General Monitoring and Reporting Obligations

2.1 The Service Provider shall, throughout the Contract Period in accordance with this Schedule 17:

- (a) monitor the performance of the Service (and/or procure that each element of the Service is so monitored); and
- (b) attend such meetings and provide such information as is required to assist the Authority in managing and monitoring the Service.

#### 3 Representatives

##### The Authority's Representative

3.1 The Authority shall appoint a representative to be the Authority Project Representative and the Authority Project Representative shall act on the Authority's behalf in relation to liaising with the Service Provider Representative and the Service Provider in respect of all aspects of the Service (including the design, installation and testing of the Apparatus). The acts and omissions of the Authority Project Representative shall be binding on the Authority save where the Authority has notified the Service Provider that the Authority Project Representative's authority has been revoked. The Authority Project Representative shall in addition exercise the functions that he is

otherwise required to exercise as referred to in this Contract. The Authority shall promptly notify the Service Provider in writing of any change to the identity of the Authority Project Representative.

## **Delegation of Authority**

3.2 The Authority Project Representative may at any time and from time to time by notice in writing to the Service Provider delegate some of his functions and authorities under this Contract to any person or persons. Any such notice given in writing to the Service Provider shall specify the following:

- (a) the date on which the delegation of authority took place;
- (b) the nature and extent of the delegation;
- (c) any limitation on the authority so delegated; and
- (d) the name of the person(s) so authorised to act on behalf of the Authority.

Thereafter the acts and omissions of the persons so nominated shall be binding upon the Authority as if those persons were the agents of the Authority in respect of those matters so delegated.

## **The Service Provider Representative**

3.3 The Service Provider shall appoint a project director to be the Service Provider Representative and the Service Provider Representative shall act in relation to liaising with the Authority Project Representative on all aspects of the Service (including without limitation the design, installation and testing of the Apparatus). The acts and omissions of the Service Provider Representative shall be binding on the Service Provider save where the Service Provider has notified the Authority that the Service Provider Representative's authority has been revoked. In addition the Service Provider Representative shall exercise the functions that he is required to exercise as are referred to in this Contract. The Service Provider shall promptly notify the Authority in writing of any change to the identity of the Service Provider Representative.

## **Delegation of Authority**

3.4 The Service Provider Representative may at any time and from time to time by notice in writing to the Authority delegate some of his functions and authorities under this Contract to any person or persons. Any such notice given in writing to the Authority shall specify:

- (a) the date on which the delegation of authority took place;
- (b) the nature and extent of the delegation;
- (c) any limitation on the authority so delegated; and

- (d) the name of the person(s) so authorised to act on behalf of the Service Provider.

Thereafter the acts and omissions of the persons so nominated shall be binding upon the Service Provider as if those persons were the agents of the Service Provider in respect of those matters so delegated.

- 3.5 No later than ten (10) Business Days prior to the Service Commencement Date, the Service Provider shall provide to the Authority up to date organisation charts showing its management structure and that of each Sub-Contractor and indicate all substantial suppliers and/or Secondary Contractors for the provision of the Service. The Authority shall be notified as soon as reasonably possible of any amendment to any organisation chart (and any amendments shall form part of the Project Report).

#### 4 Project Meeting and Project Report

##### Project Report

- 4.1 A report (the **Project Report**) shall be issued to the Authority by the Service Provider no later than five (5) Business Days prior to each Project Meeting. Each Project Report shall include the following information in respect of the Service carried out in the previous Month:
  - (a) details of the actual progress in design, procurement and removals for installations judged against the Milestones (during the Core Investment Programme) or the Annual Investment Programme (during the Post Core Investment Period) (as the case may be);
  - (b) a statement of the status of all Necessary Consents and/or applications for or withdrawals of Necessary Consents;
  - (c) a résumé of the reasons for any delay with details of the actions and timetable to be taken to mitigate delays;
  - (d) a summary statement of any Authority Change Notices or Service Provider Change Notices;
  - (e) details of any outstanding information required from the Authority and/or the Service Provider;
  - (f) details of any health and safety issues and a summary statement of quality issues (including issues regarding workmanship);
  - (g) status of any actions arising from the last Project Report; and
  - (h) details of any organisational changes as referred to in paragraph 3.5 of this Schedule 17.

## Project Meeting

- 4.2 A meeting (the **Project Meeting**) shall take place no later than [ten (10)] Business Days after receipt of the Project Report (or at more frequent intervals as may be required by the Authority acting reasonably). The purpose of the Project Meeting shall be to (as appropriate):
- (a) review the Project Report;
  - (b) record and review any delays, claims, incidents or issues arising in relation to Relief Events, Compensation Events, Events of Force Majeure and Excusing Causes;
  - (c) consider and respond to requests for extension of time;
  - (d) consider and report on the effect of any Change or Change in Law or discuss the effect of any proposed Change or anticipated Change in Law;
  - (e) identify and/or provide any outstanding information required from the Authority and/or the Service Provider in accordance with the provisions of this Contract;
  - (f) review the progress of any matters which are (at the time) subject to the Review Procedure;
  - (g) review conflicts (if any) between and/or in any Project Documents;
  - (h) review any matters arising from the Monthly Monitoring Report or the Monitoring Meeting;
  - (i) review any matters arising from the Draft Monthly Payment Report or Monthly Payment Meeting; and
  - (j) any other relevant matter.
- 4.3 The Project Meetings shall be attended by the Authority Project Representative and the Service Provider Representative. They shall each procure the attendance of persons appropriate in relation to the agenda of the meeting and who have the necessary knowledge and authority to make decisions.
- 4.4 The Service Provider Representative shall minute the meetings and shall distribute draft minutes for agreement or subsequent amendment within five (5) Business Days of the relevant Monitoring Meeting to the Authority Project Representative. The Authority Project Representative shall submit any amendments to the draft minutes to the Service Provider Representative within five (5) Business Days of receipt. The Service Provider Representative shall incorporate such amendments and distribute the agreed minutes to all

other attendees at the meeting within fifteen (15) Business Days of the relevant Project Meeting.

## 5 Monitoring Meetings and Reports

5.1 A report (the **Monitoring Report**) shall be issued to the Authority by the Service Provider no later than [five (5)] Business Days after the first day of each Month. Each Monitoring Report shall be divided into three parts and include the following information in respect of the Service carried out in the previous Month:

### Part 1: Monitoring Information

- (a) the information required pursuant to paragraph 7.2 (PS1), paragraph 11.2 (PS2), paragraph 11.3 (PS2), paragraph 11.4 (PS2), paragraph 13.2 (PS3), paragraph 15.2 (PS4), paragraph 17.2 (PS5), paragraph 20.2 (PS6), paragraph 21.4 (PS7) and paragraph 22.12 (PS8) of the Output Specification;
- (b) the status of any actions from the last Monitoring Report; and
- (c) any other matter reasonably required by the Authority.

### Part 2: Service Delivery Information

- (a) a monthly programme of planned maintenance work;
- (b) the operational resources employed;
- (c) any issues in respect of material shortages, and product lead-in times;
- (d) connections which are outstanding and when the connections are to be completed;
- (e) a description of customer complaints made in relation to the Service;
- (f) performance compared against BVPIs and LPIs to be shown in a simple table of numbers;
- (g) environmental considerations, such as energy efficiency, obtrusive lighting, waste products and enhancements to be described in succinct prose;
- (h) innovation introduced by the Service Provider described in succinct prose;

- (i) health and safety issues shown in a simple table of numbers and/or described in succinct prose as appropriate. This shall include, as a minimum, the accident incident rate for Personnel, the public (in so far as such accidents relate to the Service) and any notices served on the Service Provider by the Health and Safety Executive;
  - (j) customer contact and dialogue to be shown in a simple table of numbers and/or described in succinct prose as appropriate;
  - (k) the number of insurance claims received by the Service Provider.
- 5.2 A meeting (the **Monitoring Meeting**) shall take place no later than [ten (10)] Business Days after receipt of the Monitoring Report (or at more frequent intervals as may be required by the Authority acting reasonably). The business of the Monitoring Meeting to review any matters arising from the Monitoring Report.
- 5.3 The Monitoring Meetings shall be attended by the Authority Project Representative and the Service Provider Representative. They shall each procure the attendance of persons appropriate in relation to the agenda of the meeting and who have the necessary knowledge and authority to make decisions.
- 5.4 The Service Provider Representative shall minute the meetings and shall distribute draft minutes to the Authority Project Representative for agreement or subsequent amendment within five (5) Business Days of the relevant Monitoring Meeting. The Authority Project Representative shall submit any amendments to the draft minutes to the Service Provider Representative within five (5) Business Days of receipt. The Service Provider Representative shall incorporate such amendments and distribute the agreed minutes to all other attendees at the meeting within fifteen (15) Business Days of the relevant Monitoring Meeting.

## 6 Authority Monitoring

- 6.1 The Authority may, in its absolute discretion and at its own expense, carry out such monitoring and/or audit (including without limitation examining or inspecting works or activities on or off site of:
- (a) the Service; and/or
  - (b) the Service Provider's monitoring and quality assurance procedures,
- as the Authority may from time to time require.
- 6.2 The Authority shall not be limited in the methods of monitoring and/or audit it undertakes but it shall devise and (subject to any other express provisions of this Contract) implement its procedure in such a manner which does not have any material adverse effect upon the Service Provider's monitoring and quality assurance procedures nor upon delivery of the Service.

- 6.3 The Authority may, in its absolute discretion and at its own expense attend with the Service Provider whilst the Service Provider is carrying out its own monitoring and jointly monitor any aspect of the Service.
- 6.4 Subject to the Authority giving reasonable notice of such requirements, the Service Provider shall (and shall procure that any Sub-Contractors and/or Secondary Contractors shall) provide such assistance and access as may reasonably be required by the Authority or any third party monitor appointed by the Authority under paragraph 7.1 in connection with any monitoring, auditing, examination or inspection carried out under this Schedule 17.
- 6.5 If as a result of monitoring, auditing, examination or inspection undertaken in accordance with this paragraph 6, material breaches of the Service Provider's obligations under this Schedule 17 are identified by, or on behalf of, the Authority the actual costs, reasonably and properly incurred by the Authority, of the monitoring undertaken shall be reimbursed by the Service Provider within ten (10) Business Days of receipt by the Service Provider for the required amount.

### **7 Appointment of a third party monitor**

- 7.1 Without prejudice to paragraph 6.5 if, as a result of any monitoring, auditing, examination or inspection carried out by the Authority under this Schedule 17, material breaches of the Service Provider's obligations under this Contract are identified, the Authority may, in its absolute discretion and at the cost of the Service Provider, appoint a third party monitor.
- 7.2 Any third party monitor appointed by the Authority pursuant to paragraph 7.1 shall:
- (a) monitor and/or audit the Service and the Service Provider's and/or any Sub-Contractor's or Secondary Contractor's monitoring (including any joint monitoring) and quality assurance procedures including examining or inspecting works or activities on or off site;
  - (b) continue to carry out the activities in paragraph 7.2(a) until the Service Provider shall have demonstrated to the reasonable satisfaction of the Authority that:
    - (i) any material breaches of any of the Service Provider's obligations under this Contract have been remedied;
    - (ii) that any monitoring of the Service carried out by the Service Provider and/or any relevant Service Provider Party (including any joint monitoring) is carried out in such a way as to ensure accurate reporting of failures that might lead to Adjustments under the Payment Mechanism; and
    - (iii) all quality assurance procedures are being fully complied with by the Service Provider and all relevant Service Provider Parties.

## 8 Anticipated Methods of Monitoring

8.1 The Service Provider and the Authority acknowledge that, as at the date of this Contract, it is anticipated that the monitoring to be undertaken pursuant to this Schedule 17 shall be as follows:

- (a) the undertaking by the Authority of random visual inspections including those which require the use of Service Provider Equipment;
- (b) if the Authority decides it is necessary, the appointment of a third party monitor pursuant to paragraph 7;
- (c) as set out in this Contract (including, for the avoidance of doubt) the Output Specification and Method Statements;
- (d) [*others*].